

A. G. Contract No. KR890589TRD
ECS File: IGA 89-18
Project: 387 PN 03 H2658 01 C
Section: S. R. 387
City of Casa Grande -
Contract No. 589-1

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF CASA GRANDE

THIS AGREEMENT is entered into May 25, 1989,
pursuant to Arizona Revised Statutes Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF CASA GRANDE, acting by and through its City Council,
(the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the City.

3. It is to the mutual advantage of the State and the
City to landscape certain areas within the right of way on
State Route 387 at the following location:

From centerline roadway station 148+00 to
centerline roadway station 333+50, a net distance
of approximately 3.50 miles.

NO. <u>13780</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>5-25-89</u>
<u>Jim Shumway</u> Secretary of State
By <u>B. J. McClain</u>

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will prepare plans for the landscaping and irrigation project and submit them to the City for approval.

2. After City approval of the plans, the project will be constructed by the State, using State funds. Upon completion of the work, the City shall reimburse the State 25 percent of the landscape contract costs.

3. The City shall furnish all water for landscape installation during the construction phase, and all water hereafter necessary to properly maintain the landscape, all at City expense.

4. After construction, the City shall maintain the landscaping within the right of way.

5. The City hereby agrees to maintain the landscaping in an attractive manner, as it was designed and approved by the State; and the City will not make any changes, additions or deletions without written approval by the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the State's "Uniform Traffic Control Requirements."

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon the giving of 60 days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled by the Governor in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Roadside Development Services
205 South 17 Avenue, Room 228E
Phoenix, AZ 85007

City of Casa Grande
City Manager
300 East 4th Street
Casa Grande, Arizona 85222

7. Attached hereto and incorporated herein by reference is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

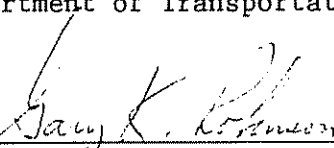
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF CASA GRANDE

STATE OF ARIZONA

Department of Transportation

By 
Kent A. Myers
Title City Manager

By 
GARY K. ROBINSON
Chief Deputy State Engineer

ATTEST:

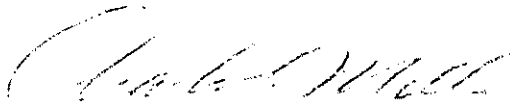

Nelda M. Donahue, City Clerk

1581j
15FEB

RESOLUTION

BE IT RESOLVED on this 16th day of February 1989, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Casa Grande for the purpose of landscape maintenance

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Chief Deputy State Engineer.



CHARLES L. MILLER, Director
Arizona Department of
Transportation

ORDINANCE NO. 1269

AN ORDINANCE OF THE COUNCIL OF THE CITY OF CASA GRANDE, ARIZONA, AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE ARIZONA DEPARTMENT OF TRANSPORTATION AND THE CITY OF CASA GRANDE TO SHARE THE EXPENSES OF LANDSCAPING THE MEDIAN ON PINAL AVENUE AND AUTHORIZING THE EXPENDITURE OF PUBLIC FUNDS IN AN AMOUNT NOT TO EXCEED \$11,670.00, THEREFOR.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CASA GRANDE, ARIZONA, as follows:

Authorization to Enter into an Agreement

The Mayor and Council hereby authorize the execution of an intergovernmental agreement between the City of Casa Grande and the Arizona Department of Transportation to share the expenses of a landscaping project for the median area along SR-387 (Pinal Avenue) and authorize the expenditure of public funds in an amount not to exceed \$11,670.

PASSED AND ADOPTED by the Mayor and Council of the City of Casa Grande, Arizona, this 1st day of May, 1989.

ATTEST:

Thomas B. Kim
Mayor

Nelda M. Donahue
City Clerk

APPROVED TO FORM:

W. A. Beer
City Attorney

STATE OF ARIZONA)
 : ss.
County of Pinal)

I, Nelda M. Donahue, Clerk of the City of Casa Grande, hereby certify that the foregoing is a true and correct copy of the original Ordinance No. 1269 adopted by the Council of the City of Casa Grande on May 1, 1989.

IN WITNESS WHEREOF, I hereunto set my hand and the official seal of the City of Casa Grande, this 4th day of May, 1989.

Nelda M. Donahue
City Clerk



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. KR890589TRD, is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 22nd day of May, 1989.

ROBERT K. CORBIN
Attorney General

James T. Redden
Assistant Attorney General
Transportation Division